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**BEFORE THE
RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. R-2041

MAY L. CHAO
1045 Figueroa Terrace, Apt. 12
Los Angeles, California 90012

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

Respiratory Care Practitioner License No. 24759

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
above-entitled proceedings that the following matters are true:

PARTIES

1. Stephanie Nunez (Complainant) is the Executive Officer of the
Respiratory Care Board of California (Board). She brought this action solely in her official
capacity and is represented in this matter by Bill Lockyer, Attorney General of the State of
California, by Elaine Gyrko, Senior Legal Analyst.

2. May L. Chao (Respondent) is representing herself in this proceeding and
has chosen not to exercise her right to be represented by counsel.

3. On or about October 27, 2005, the Board issued Respiratory Care
Practitioner License No. 24759 to May L. Chao. This license was in full force and effect at all

1 times relevant to the charges brought in Accusation No. R-2041 and will expire on September
2 30, 2008, unless renewed.

3 JURISDICTION

4 4. Accusation No. R-2041 was filed before the Board, and is currently
5 pending against Respondent. The Accusation, together with all other statutorily required
6 documents, was properly served on Respondent on August 7, 2006. Respondent filed her Notice
7 of Defense contesting the Accusation. A copy of Accusation No. R-2041 is attached as Exhibit
8 A and incorporated herein by reference.

9 ADVISEMENT AND WAIVERS

10 5. Respondent has carefully read and understands the charges and allegations
11 in Accusation No. R-2041. Respondent has also carefully read and understands the effects of this
12 Stipulated Settlement and Disciplinary Order.

13 6. Respondent is fully aware of her legal rights in this matter, including the
14 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
15 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
16 the right to present evidence and to testify on her own behalf; the right to the issuance of
17 subpoenas to compel the attendance of witnesses and the production of documents; the right to
18 reconsideration and court review of an adverse decision; and all other rights accorded by the
19 California Administrative Procedure Act and other applicable laws.

20 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
21 each and every right set forth above.

22 CULPABILITY

23 8. Respondent admits the truth of each and every charge and allegation in
24 Accusation No. R-2041.

25 9. Respondent agrees that her Respiratory Care Practitioner License is
26 subject to discipline, and she agrees to be bound by the Board's imposition of discipline as set
27 forth in the Disciplinary Order below.
28

1 CONTINGENCY

2 10. This stipulation shall be subject to approval by the Respiratory Care
3 Board. Respondent understands and agrees that the Board's staff and counsel for Complainant
4 may communicate directly with the Board regarding this stipulation and settlement, without
5 notice to or participation by Respondent or her counsel. By signing the stipulation, Respondent
6 understands and agrees that she may not withdraw her agreement or seek to rescind the
7 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
8 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
9 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
10 the parties, and the Board shall not be disqualified from further action by having considered this
11 matter.

12 11. The parties understand and agree that facsimile copies of this Stipulated
13 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
14 force and effect as the originals.

15 12. In consideration of the foregoing admissions and stipulations, the parties
16 agree that the Board may, without further notice or formal proceeding, issue and enter the
17 following Disciplinary Order:

18 DISCIPLINARY ORDER

19 IT IS HEREBY ORDERED that Respiratory Care Practitioner License No. 24759
20 issued to Respondent May L. Chao is revoked. However, the revocation is stayed and
21 Respondent is placed on probation for three (3) years on the following terms and conditions.

22 1. RESTRICTION OF PRACTICE Respondent may not be employed or
23 function as a member of a respiratory care management or supervisory staff during the entire
24 length of probation. This includes lead functions.

25 Respondent is prohibited from working in home care unless it is under direct
26 supervision and personal observation.

27 2. OBEY ALL LAWS Respondent shall obey all laws, whether federal,
28 state, or local. Respondent shall also obey all regulations governing the practice of respiratory

1 care in California.

2 Respondent shall notify the Board in writing within 14 days of any incident
3 resulting in her arrest, or charges filed against, or a citation issued against Respondent.

4 3. QUARTERLY REPORTS Respondent shall file quarterly reports of
5 compliance under penalty of perjury, on forms to be provided to the probation monitor assigned
6 by the Board. Omission or falsification in any manner of any information on these reports shall
7 constitute a violation of probation, and shall result in the filing of an accusation and/or a petition
8 to revoke probation against Respondent's respiratory care practitioner license.

9 Quarterly report forms will be provided by the Board. Respondent is responsible
10 for contacting the Board to obtain additional forms if needed. Quarterly reports are due for each
11 year of probation and the entire length of probation as follows:

12 For the period covering January 1st through March 31st, reports are to be
13 completed and submitted between April 1st and April 7th. For the period covering April 1st
14 through June 30th, reports are to be completed and submitted between July 1st and July 7th. For
15 the period covering July 1st through September 30th, reports are to be completed and submitted
16 between October 1st and October 7th. For the period covering October 1st through December 31st,
17 reports are to be completed and submitted between January 1st and January 7th.

18 Failure to submit complete and timely reports shall constitute a violation of
19 probation.

20 4. PROBATION MONITORING PROGRAM Respondent shall comply
21 with requirements of the Board appointed probation monitoring program, and shall, upon
22 reasonable request, report to or appear to a local venue as directed.

23 Respondent shall claim all certified mail issued by the Board, respond to all
24 notices of reasonable requests timely, and submit Annual Reports, Identification Update reports
25 or other reports similar in nature, as requested and directed by the Board or its representative.

26 Respondent is encouraged to contact the Board's Probation Program at any time
27 she has a question or concern regarding her terms and conditions of probation.

28 Failure to appear for any scheduled meeting or examination, or cooperate with the

requirements of the program, including timely submission of requested information, shall constitute a violation of probation, and will result in the filing of an accusation and/or a petition to revoke probation against Respondent's respiratory care practitioner license.

5. PROBATION MONITORING COSTS All costs incurred for probation monitoring during the entire probation shall be paid by the Respondent. The monthly cost may be adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms and conditions may also cause this amount to be increased.

All payments for costs are to be sent directly to the Respiratory Care Board and must be received by the date(s) specified. (Periods of tolling will not toll the probation monitoring costs incurred.)

If Respondent is unable to submit costs for any month, she shall be required instead to submit an explanation of why she is unable to submit the costs, and the date(s) she will be able to submit the costs including payment amount(s). Supporting documentation and evidence of why the Respondent is unable to make such payment(s) must accompany this submission.

Respondent understands that failure to submit costs timely is a violation of probation, and submission of evidence demonstrating financial hardship does not preclude the Board from pursuing further disciplinary action. However, Respondent understands providing evidence and supporting documentation of financial hardship may delay further disciplinary action.

In addition to any other disciplinary action taken by the Board, an unrestricted license will not be issued at the end of the probationary period, and the respiratory care practitioner license will not be renewed, until such time all probation monitoring costs have been paid.

The filing of bankruptcy by Respondent shall not relieve the Respondent of her responsibility to reimburse the Board for costs incurred.

6. EMPLOYMENT REQUIREMENT Respondent shall be employed a minimum of 24 hours per week as a respiratory care practitioner for a minimum of 2/3 of her

1 probation period.

2 Respondent may substitute successful completion of a minimum of thirty (30)
3 additional continuing education hours, beyond that which is required for license renewal, for
4 each 8 months of employment required. Respondent shall submit proof to the Board of
5 successful completion of all continuing education requirements. Respondent is responsible for
6 paying all costs associated with fulfilling this term and condition of probation.

7 7. NOTICE TO EMPLOYER Respondent shall be required to inform her
8 employer, and each subsequent employer during the probation period, of the discipline imposed
9 by this decision by providing her supervisor and director and all subsequent supervisors and
10 directors with a copy of the decision and order, and the Statement(s) of Issues or Accusation(s) in
11 this matter prior to the beginning of or returning to employment or within 14 days from each
12 change in a supervisor or director.

13 If Respondent is employed by or through a registry [and is not restricted from
14 working for a registry], Respondent shall make each hospital or establishment to which she is
15 sent aware of the discipline imposed by this decision by providing her direct supervisor and
16 administrator at each hospital or establishment with a copy of this decision, and the Statement(s)
17 of Issues or Accusation(s) in this matter prior to the beginning of employment. This must be
18 done each time there is a change in supervisors or administrators.

19 The employer will then inform the Board, in writing, that he/she is aware of the
20 discipline, on forms to be provided to the Respondent. Respondent is responsible for contacting
21 the Board to obtain additional forms, if needed. All reports completed by the employer must be
22 submitted from the employer directly to the Board.

23 Respondent shall execute a release authorizing the Board or any of its
24 representatives to review and obtain copies of all employment records and discuss and inquire of
25 the probationary status with any of Respondent's supervisors or directors.

26 8. CHANGES OF EMPLOYMENT OR RESIDENCE Respondent shall
27 notify the Board, and appointed probation monitor, in writing, of any and all changes of
28 employment, location, and address within 14 days of such change. This includes, but is not

1 limited to, applying for employment, termination or resignation from employment, change in
2 employment status, change in supervisors, administrators or directors.

3 Respondent shall also notify her probation monitor AND the Board IN WRITING
4 of any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for
5 mailing purposes, however the Respondent must also provide her physical residence address as
6 well.

7 9. COST RECOVERY Respondent shall pay to the Board a sum not to
8 exceed the costs of the investigation and prosecution of this case. That sum shall be \$1,581.00
9 and shall be paid in full directly to the Board, in equal quarterly payments, within 12 months
10 from the effective date of this decision. Cost recovery will not be tolled.

11 If Respondent is unable to submit costs timely, she shall be required instead to
12 submit an explanation of why she is unable to submit these costs in part or in entirety, and the
13 date(s) she will be able to submit the costs including payment amount(s). Supporting
14 documentation and evidence of why the Respondent is unable to make such payment(s) must
15 accompany this submission.

16 Respondent understands that failure to submit costs timely is a violation of
17 probation, and submission of evidence demonstrating financial hardship does not preclude the
18 Board from pursuing further disciplinary action. However, Respondent understands that
19 providing evidence and supporting documentation of financial hardship may delay further
20 disciplinary action.

21 Consideration to financial hardship will not be given should Respondent violate
22 this term and condition, unless an unexpected AND unavoidable hardship is established from the
23 date of this order to the date payment(s) is due.

24 The filing of bankruptcy by the Respondent shall not relieve the Respondent of
25 her responsibility to reimburse the Board for these costs.

26 10. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE Periods
27 of residency or practice outside California, whether the periods of residency or practice are
28 temporary or permanent, will toll the probation period, but will not toll the cost recovery

1 requirement, nor the probation monitoring costs incurred. Travel out of California for more than
2 30 days must be reported to the Board in writing prior to departure. Respondent shall notify the
3 Board, in writing, within 14 days, upon her return to California and prior to the commencement
4 of any employment where representation as a respiratory care practitioner is/was provided.

5 11. VALID LICENSE STATUS Respondent shall maintain a current, active
6 and valid license for the length of the probation period. Failure to pay all fees and meet
7 Continuing Education requirements prior to her license expiration date shall constitute a
8 violation of probation.

9 12. VIOLATION OF PROBATION If Respondent violates any term of the
10 probation in any respect, the Board, after giving Respondent notice and the opportunity to be
11 heard, may revoke probation and carry out the disciplinary order that was stayed. If a petition to
12 revoke probation is filed against Respondent during probation, the Board shall have continuing
13 jurisdiction, and the period of probation shall be extended until the matter is final. No petition
14 for modification of penalty shall be considered while there is an accusation or petition to revoke
15 probation or other penalty pending against Respondent.

16 13. COMPLETION OF PROBATION Upon successful completion of
17 probation, Respondent's license shall be fully restored.

18 ACCEPTANCE

19 I have carefully read the above Stipulated Settlement and Disciplinary Order. I
20 understand the stipulation and the effect it will have on my Respiratory Care Practitioner License.
21 I enter into this Stipulated Settlement voluntarily, knowingly, and intelligently, and agree to be
22 bound by the Disciplinary Order and Decision of the Respiratory Care Board. I further agree that
23 a facsimile copy of this Stipulated Settlement and Disciplinary Order, including facsimile copies
24 of signatures, may be used with the same force and effect as the originals.

25 DATED: November 19, 2006

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27 Original signed by:
28 MAY L. CHAO
Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Respiratory Care Board of the Department of Consumer Affairs.

DATED: December 14, 2006

BILL LOCKYER, Attorney General
of the State of California

Original signed by:
ELAINE GYURKO
Senior Legal Analyst

Attorneys for Complaint

**BEFORE THE
RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. R-2041

MAY L. CHAO
1045 Figueroa Terrace, Apt. 12
Los Angeles, California 90012

Respiratory Care Practitioner License No. 24759

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on February 5, 2007.

It is so ORDERED January 25, 2007.

Original signed by:

LARRY L. RENNER, BS, RRT, RCP, RPFT
PRESIDENT, RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA